

October 7, 2014  
Antelope County Board  
Neligh, Nebraska

The Antelope County Board of Supervisor's convened in regular session on Tuesday, October 7, 2014 at 9:04 AM in the County Supervisor's room, Antelope County Courthouse annex, Neligh, Nebraska. Meeting called to order by Chairman Schwager with the following board members responding to roll call: Bolling, Brandt, Kerkman, Baker, Henery and Schwager. Williby appeared later. Chairman Schwager stated that the open meeting laws are posted on the east wall of the Supervisor's room with more copies available at the County Clerk's office.

Notice of the meeting was given in advance thereof by publication in the four county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. Agenda for said meeting was sent to all members of the County Board of Supervisor's.

Recessed at 9:04 AM to convene as a county board of equalization; reconvened as a regular board at 9:15 AM.

Charlie Allemang, Louis Thiele and Jim Thiele met with the county board to discuss Road Number 397 located between Sections 7 and 8, Ord Township and an easement which is on record at the county register of deeds office pertaining to Section 8 of Ord Township. The official Road Plat Book shows that Road 397 was officially opened on September 4, 1917 and is recorded in Road Book B, page 282 said road opened as follows: "commencing at the quarter section corner between Sections 7 and 8, Township 25, North, Range 7 West of the 6<sup>th</sup> P.M., Antelope County, Nebraska running thence North on Section line to corner of Sections 5, 6, 7 and 8 in said township to connect with Public Road No. 50 of said county." Antelope County Attorney Joe Abler stated that the road was officially opened and if it was never petitioned to be closed it is still an official road and the public has the right to use that road. Discussion was held regarding what the right of way footage would have been at the time the road was opened. Antelope County Highway Superintendent Brian McDonald stated that the right of ways vary depending on the year the road was opened. He suggested that the county have a surveyor survey the road to determine where the road should be and the correct footage for the right of way. Mr. Allemang asked the county attorney if the easement given to Fred Nolze still allowed access across the south ½ of Section 8; Mr. Abler informed him that the county would not give an answer regarding the validity of the easement since it is between individual land owners and has nothing to do with the county. No motion made.

Supervisor Williby appeared at 9:20 AM.

Motion by Bolling, seconded by Henery authorizing Chairman Schwager to sign the Board of Public Roads Classifications and Standards Certification and Road and Bridge Contracts Report for fiscal year beginning July 1, 2013 and ending June 30, 2014. Those voting aye: Bolling, Brandt, Kerkman, Baker, Williby, Henery and Schwager. Nays none. Motion carried.

The public hearing to review the conditional use permit application submitted by Invenergy Wind Development, LLC on behalf of Prairie Breeze Wind Energy II, LLC was opened at 9:45 AM with the following board members responding to roll call: Bolling, Brandt, Kerkman, Baker, Williby, Henery and Schwager. Antelope County Zoning Administrator Char Carpenter, Antelope County Attorney Joe Abler, applicant representatives James Williams, Attorney David Bracht with Stinson Leonard out of Omaha representing Invenergy and Eric Klein - Operations Manager at the existing Prairie Breeze Wind Project were also present along with several individuals from the public. Antelope County Zoning Administrator Char Carpenter read the proof of publication which stated the reason for the hearing. Chairman Schwager asked for information from the Zoning Administrator. Carpenter - the Planning Commission held their public hearings on two separate dates, August 18<sup>th</sup> and September 9<sup>th</sup>, the Planning Commission voted to recommend that you grant the conditional use permit with a list of conditions, most of which were the same as the first go round with Prairie Breeze. I'll run through them real quick; Planning Commission Findings and Recommendation read. I did have a question from James Williams last week on a couple of our findings. I did talk with our county attorney and they cannot be changed because we would have to go back through the permitting process. The first one in question James was

wondering why Mark marked yes to “that the proposed use is an expansion of an existing non-conforming use and will not decrease the distance between the closest dwelling and the expanded use (No. 7).” It should be an NA not a yes. I know at the time we were doing all of the findings it was quite noisy in the room and I’m not sure if Mark was trying to concentrate or just got distracted. Also on number 11 “the applicant(s) have obtained any permits required to be issued by the Nebraska Department of Environmental Quality (NDEQ) and any other applicable state or federal agency.” They will get those done we just don’t have them in hand right now so it should be an NA also. Discussion was held regarding numbers 7 and 11 being marked incorrectly. Carpenter stated that she had 4 public hearing notices that she had sent to area landowners notifying them of the public hearing and they had come back from the post office as undeliverable. Chairman Schwager asked for the presentation from the applicant. Mr. James Williams introduced himself, Mr. Bracht and Mr. Klein. James Williams – just to be clear on these two findings – the first one I think we have no issue. It will be operated from the same location but it is a separate project in terms of the wind turbines and on the second finding – to just point it out our condition number 8 indicates that we will provide all environmental permits prior to construction of the project and that’s why we felt that the finding number 11 should have been NA. But we do have some permits in place now and then one example would be the Construction Storm Water permit we get that right prior to construction so that will be put in places. So we have no issue with those findings. I’m going to take just one minute and go quickly through the permit. This map here is the map that we provided at the September 9<sup>th</sup> Planning Commission hearing. The yellow dots are going to be the wind turbines that are currently in operation for the Prairie Breeze project. The blue dots are proposed wind turbine locations for Prairie Breeze II. The purple shows radiuses around homes. The dark purple is a 1,000 foot radius and the lighter color purple is a 1,500 foot radius around homes and this is what we provided based on real positive discussion we had with the Planning Commission. They wanted all this information on one map so they could look at it and evaluate the project that way. So quickly I’ll go through the conditional use permit requirements as laid out in the Antelope County Zoning regulations 1504.03. The name of the project applicant it’s submitted by Invenergy Wind Development on behalf of the applicant Prairie Breeze Wind Energy II, LLC which is also the name of the project owner. The legal description and the address of the project – the address is Prairie Breeze Wind Energy II, LLC, One South Wacker, Suite 1900, Chicago, IL 60606 and the address for the Operations building is 52061 Hwy 70, Elgin, NE. The project at Prairie Breeze II, we plan to operate from the same O & M Building which a separate conditional use permit was received and approved by Antelope County in 2013. Char read out the legal descriptions so I won’t read them out again (Sections 1, 12-13, 24-25, 36 in Logan Township; Sections 1-36 in Cedar Township; Sections 1-36 in Grant Township; Sections 24-25 and 36 in Elgin Township; Sections 19-36 Oakdale Township; and Sections 19-23, 25-26 in Burnett Township, Antelope County, Nebraska). The project is planning up to 70 GE or similar manufactured wind turbines, name plate of each wind turbine will be between 1.6 and 1.85 megawatt. The existing wind turbines are 1.7 megawatt turbines. This would equal a total of up to 125 megawatts. Typically the GE turbines are on a 80 meter tower and have a router diameter of 100 meters. The total height of the wind turbines would be approximately 130 meters. Its currently planned wind turbines be connected through underground electrical connection system back to the existing substation located at 83504 523<sup>rd</sup> Avenue south of Elgin. There is a transmission line constructed as part of the Prairie Breeze project that runs to Meadow Grove out this direction and the power will then be carried to the grid through that existing transmission line. Here is the preliminary layout that we attached with the project and a detailed site layout will be provided to the Zoning Administrator upon completion of the final siting and design. Submitted an exhibit that was from Electrical Consultants Incorporated which was a letter - their certification to design wind energy conversion systems. They’re the engineer that designed the electrical system on the original project. In another exhibit we provided a list of all the current parcels participating in the project and upon request Prairie Breeze II will provide copies to the Zoning Administrator of memorandum filed with Antelope County documenting each lease. The latitude and longitude of the individual wind turbines will be provided to Char prior to construction of any individual wind turbine and we have FAA determinations currently in place for some preliminary locations. Once they’re finalized that latitude and longitude will be provided in the FAA determination as well. There are no wind energy conversion systems within 10 router diameters of the proposed project. They’re not owned by an affiliate so the first project is within 10 router diameters but there are no others and that is part of the regulations here. Additional no wind turbines will be located within 600 feet of USFW Types III, IV, V wetlands and no wind turbines will be located in a flood plain. As was mentioned in part of the conditions acoustical analysis will be provided once final design is completed and the FAA and FCC permits will as well. A decommission plan will be provided to Char prior to construction. As mentioned the Operations and Maintenance building is located in Elgin currently it’s on the west side of Elgin just outside of town. A new construction for the Prairie

Breeze Project currently have 14 employees that are working there, Invenergy employees that work to operate and maintain the site and we would be able to facilitate the addition of additional technicians at the site to operate the additional wind turbines. For those additional wind turbines assuming up to 125 megawatts you'd see approximately \$450,000.00 annually in taxes for the project. About 150 jobs during the construction phase of the project and as we mentioned about 7 new full time jobs; there will be an addition to the current full time employees that would operate the additional plant. We did provide an exhibit with long term benefits of the project. There's certainly direct and indirect economic benefits with the project of this size and in addition to the existing project. In terms of road improvements – our commitment is to work with you the county on the roads and we have a separate road agreement that we entered into with Prairie Breeze and we would expect to enter into the same type of agreement. This was one point that was raised during the Planning Commission process and I would just note that we are committed in the road agreement to returning roads to as good or better condition that we found them. We're willing to work with the Supervisors on that road agreement to call out different specifications for gravel or work; working with Brian the road superintendent on the gravel that is placed down I believe that for the Prairie Breeze project we have worked with Brian McDonald to confirm that the roads are in an acceptable condition that we have maintained and then finalized at the end of the project. There are two black top roads that are currently under contract to be repaved. They have not been repaved yet but we are expecting that to get done very soon. Wind energy generally is very complementary of agricultural use and the clean renewable energy is important for energy dependence in this country and these are things you've heard previously. That's the application. I think there's a couple of other points I wanted to bring up that came out of the Planning Commission discussion and that impacted the conditions that are proposed and that you have in front of you from the recommendation of the Planning Commission. There was a question regarding liability and liability to the county specifically. Liability to the county is not an issue, Nebraska statutes provide broad immunity for political subdivisions like Antelope County getting sued and David Brecht spoke with Joe about this and I leave it to them if there are any further questions on that. Secondly I did mention the roads previously that was brought up and we're prepared to address that in working with the county we learned some lessons from the first project and finally setbacks were brought up and that's why we provided this map with different setback levels. The current county regulations read 1,000, the wind turbines must be 1,000 feet from homes we heard the feedback from the Planning Commission meeting – we came back at the next hearing on the 9<sup>th</sup> and submitted this map and proposed that wind turbines be 1,500 feet – an increase of 50% from residences. The Planning Commission ultimately made a recommendation that 1,500 feet – there'd be 1,500 feet without a waiver and that it would be 2,000 feet from non-participating land owners homes. And we feel like that is something that Invenergy we can work with through the siting and design process. Obviously that is up to you as the Supervisors but that then lead to condition – the change to condition number 5 so I'd like to just go through the conditions very quickly here. Condition 5 is the only condition that changed from our – that the Planning Commission recommended changing from our original application. The first condition is for FAA determinations to be provided, the second condition is for GPS locations to be provided, section 3 has to do with the county road use and insuring compliance with criteria for permit to use road right-of-way dated May 11, 1988. Condition 4 is the future parcels condition to allow us to add additional parcels as long as we meet the requirements of a current parcel. Section 5 is – what's changed and I would submit our proposed conditions based on what the Planning Commission did recommend. In Section 5 - that is where it said that the setbacks from neighboring dwellings of current parcels shall be 1,500 feet but not less than 1,000 feet and then 2,000 feet from neighboring dwellings units located on the property. We have actually just suggested a couple minor edits and these edits have been provided to Joe from David. It's simple parenthesis to make clear the intent of the language that was added by the Planning Commission so there's not significant change. A copy of the proposed changes were handed out. There are no other changes of any of the other Conditions - Condition 5 these extra changes are just minor but Condition 5 did change with the Planning Commission's recommendation. I think one thing that was helpful in working through the Planning Commission was just a discussion on setbacks and the impacts and what it gets to is the larger the setback becomes there's a point where we could not move forward with the project but it's finding a balance. We heard the comments from the first Planning Commission meeting and worked to try to find a compromise and I think that's important. Working with the landowners that are participating in the project – their property rights are important to us and Invenergy and so that's why we think that finding a balance is important. The two numbers that I would just provide you for reference are the 1,000 foot setback the area encompassed within that 1,000 foot setback is 72 acres the 1,500 foot setback the area represented there is 162 acres and then the 2,000 foot setback that was recommended by the Planning Commission would be an area of 288 acres. So just a reference there and that is something we provided to the Planning Commission in detail. So unless there are questions I

would be finished here and certainly appreciate the time here today to come before you. Chairman Schwager asked if there were any questions from the board. Henery – just one we were taking about these generators and the 1.6 and the 1.8 – those are GE's? Williams – correct. Henery – what are your current ones? Williams – General Electric. Henery – they're still General Electric. Williams – they are, yes sir. They're GE's 1.7. Henery – there's a comment that they are noisier than the ones at Petersburg. I have not myself heard that. Would they have the same noise level – these newer ones as the ones that are currently going. Williams – they would be planned to be the same turbines that are existing and the turbines at Petersburg are General Electric turbines as well. Schwager – these 70 that you are putting in – do you have some of them all lined up in a row or are you changing them any different than the first ones you put in? Are you staggering them? Williams – we would take the same approach to design that we took with the first project which is coming before you, seeking approval for the site and then working with individual land owners to layout turbines on their property that works with pivots, county setbacks and concerns that they may have. Brandt – you're going to use the same transmission lines you have? Williams – we're not planning to build any additional above ground lines. All lines will be underground back to the substation location. No further questions from the board. Chairman Schwager opened the public portion of the hearing at 10:16 AM and asked for those in favor to testify. David Beckman – I live southeast of Elgin – I'm in favor of this project for two reasons. The first of all is the economic benefits that it brings to all residents of Antelope County and secondly and most importantly to me is – at our last zoning meeting we had two young people speak. Chelsie Borer and Cole Haddix - these are two young people that recently they've been married, they've moved back to this community or they came back or they were living here and Invenenergy has provided them with an opportunity to have a good job in our small rural communities in this county. Antelope County is a county that's heavily agriculture. The industry that we do have here is tied to agriculture. This type of a project represents something that is not tied to agriculture and allows these young people to come back to these communities if they so choose. It provides them a good job. It provides the opportunity for them to raise their families here, to benefit Main Street in our small communities. To stabilize our population decline and we need to look at more things like this to allow these young people to come back and see that there is an opportunity here in rural America and Antelope County. Projects like this provides that opportunity for those kids and it provides economic activity and we have to have economic activity within our county. If these kids can't come back and have a good job and earn a good living they are not coming back. That's the reason I support this – I want to see more of this type of stuff as long as we can - there's been concern about the noise and that's understandable and should be addressed but I feel that we need to look at more things like this to benefit our county and to stabilize and grow our county. Keith Heithoff – my dad and I live directly in the middle of this whole project and we are really excited about it. I'm a second generation veteran, my son is a third generation and I spent 40 months overseas fighting for our country and I'm all for America and prospering. So what we have to look at is – we have an energy source – it's getting wasted every day the wind blows that we don't harness this energy. We have cities that want to use this energy locally and what greater effort is it than to have it made here and used here and at the end of the day you have to think of the bottom line how much money stays here and that's what like Dave says keeps families here. Keeps our schools going, gives us a reason to improve our houses because there's a thought that we could sell it down the road when we get old and want to move to town. But a lot of this thing goes in sequentially and when you go back to the 30's when the Tennessee Valley Authority – it's easy to be a leader when it's 90 to 10. What's tuff is when it's 49 – 51 and as leaders you have to pick what brings the greatest good. Thank you. Joe McNally – on behalf of the City of Neligh. As you are probably aware the City of Neligh is in negotiations with Invenenergy to purchase some of the power generated by these wind turbines. Wind generation electricity is getting to be one of the most reasonable priced options for our city to buy power. We currently buy power basically on the open market from day to day and some of that electricity does come from wind farms just not this one and what we would like to do is lock in a long term deal with Invenenergy to purchase that power so that we know where it is coming from and we're guaranteed that power from day to day and so I would appreciate it if you would consider approving this project as the Planning Commission has recommended so that – one of the benefits is of course is that our citizens can benefit from this project. Thank you. Charlie Meis – on our family farm we currently have three turbines that were installed by Invenenergy. Working with them on all aspects – all of their subcontractors to me was excellent – we had no difficulties. I have signed up three additional farms for Phase II and I have a child that is in negotiations with Invenenergy right now to see if he can become part of this project permanently in Elgin. That's one of my five children that left this area because of no jobs and he's looking for the opportunity to come back. Thank you. Chelsie Borer – I just wanted to voice my experience with the wind industry in this area highlighting the benefits of job creation and the boost in the local economy. I grew up in Boone County and after living in Lincoln for years I knew I wanted to end up back in the Albion area which was

where I was raised. However, finding a job comparable to what I'd been doing in Lincoln and what I went to school for was not very easy. This is very common for people my age. I've never noticed this with older family members and other community members but people my age really want to move back to this area. We're comfortable living in small towns where we grew up and we want to be closer to family but the jobs are not always in these towns. The majority of my classmates moved to Omaha or Lincoln after graduation and what's keeping them in these larger towns is the job market not the life style. In December I became the Administrative Assistant for Prairie Breeze in Elgin. Of our current staff of 11, 7 live or have moved into Antelope or Boone Counties for their positions with Invenergy with all employees' living in Antelope, Boone or Madison Counties. We're all real excited to be a part of something interesting and innovative. These positions make staying in the area a reality for my co-workers and myself. When Prairie Breeze is fully staffed we'll have 14 full time employees; 14 families that support the community in one way or another. Think of 14 positions were taken out of Elgin, now think of what these positions are creating; imagine what the expansion will create. Moving on to the economical impact. Prior to the construction of the wind turbines around Petersburg which is where I live, I had never seen a wind turbine but as a construction went on what I did see was how the industry positively affected the economy in Petersburg. I've seen the benefits it's made at the gas station, the local hotels, the restaurants, small businesses and rental properties around Boone County. Not only during construction but since they've been operational and for Petersburg that's been about three years now. Now working for Invenergy I see how Prairie Breeze has done the same economically for Elgin and still for Petersburg and I would assume the same for other surrounding communities such as Neligh. I can't speak for Elgin but I've been approached multiple times in Petersburg by community members hoping to see an expansion because of the boost that has happened for their store or their rental property in town. Being at the front desk at Prairie Breeze I have probably seen every person that has walked into this office. Whether it be for a question, a sales call or a simple concern I can't say that I've had one bad experience. No one has been upset or had an issue that I don't believe we haven't addressed. I feel that these benefits that I've seen just these two examples are important for the surrounding communities. I feel that the creation of new jobs that will give people the opportunities such as myself and some of my co-workers to come back to the small towns and help boost the local economy is what keeps our small towns alive. Thanks. Chairman Schwager asked if there was anyone else who wanted to testify in favor; none stated. Chairman Schwager asked for those opposed to testify; none stated. Chairman Schwager asked for those neutral to testify. Jan Allurd with Rich Land Inc. stated that she had not been notified of the Planning Commission meetings and was wanting to know if any of the towers were going to be on her land. Mr. Williams stated that there would not be any towers on her property. A copy of the map showing where the proposed towers were going to be constructed was given to her. Chairman Schwager asked if anyone else neutral wanted testify. Gary Borer – I've been kind of labeled as being opposed to them and if I am opposed to them it's because of the way the project was handled. I had a lot of problems with the way the project was handled – I'm not in the project. But when I first saw the maps we had the first time I saw two wind towers very close to me – within 1,000 feet and had never been notified that they were going to be there. Really had nothing to say about it. I went to the zoning board and really didn't know what was going on. Nobody had ever come and spoke to me and said you are going to have wind towers, nobody had ever offered me a contract until after it was all decided. So when I saw where they were I came to the Supervisors meeting and said we were going to have problems with the noise but nobody listened. I really tried hard to point it out that something needed to be changed but nobody listened. I went to Invenergy the next day – the same thing – nobody listened – in fact I was told that it was approved that I would have to sue the county if I had a problem with it. Which is still really unclear. I don't know who I'd sue if there's a problem with it. Today he absolved the county but who is liable? Because what I've put up with is not good. It's horrible – you walk out in the morning and your glad to leave the place. We've been lied to about the noise, everybody said there wouldn't be that much noise and there is. You have to live next to one to know that. Now the 2,000 foot setback is a positive deal and we had to fight for that. It wasn't just naturally given. As far as your comments Charlie at the ones at Petersburg – they are quieter. I've checked them, I've been next to them, I've come and did this. In fact when this first came I went to Petersburg and listened and thought - oh won't be so bad – but it's worse, it's much worse. It's just like living in a prison where they are piping in noise out at my farm. And there's no compensation been offered – nothing. They wanted me to sign up on other farms and I don't trust these people. They've lied to me about so many things. And as far as these roads I heard back in August the roads were going to get re-done and now we're into harvest and those poor people are going to have to bang around on those roads again – I don't know what the problem is why they can't be done. The other problem is some of the roads were damaged during the construction and just virtually left ignored and there's a difference between damage and ware. That one road they damaged would never have been fixed – it still hasn't been fixed

right. The county patched it – thank God for that – but as far as Invenergy fixing it – no it was going to wait until the end of the project. So I'm really disappointed with the roads and I'm really disappointed with the noise level of these towers. The one thing that should still be added is that the towers should be further apart. The clusters are what creates a lot of problems for people too. Simmons testified at the advisory board meeting and that's her problem – she's got eight of them within ½ mile of her house and her yard is noisy – very noisy. And we shouldn't be penalized for that. The problem is the towers are not placed right in the first project and nobody knows anything about it – it's just something I've got to live with and I know my land value is half of what it was although the Board of Equalization said no – I know it is. So all I received was the noise and the problems. So if you don't get anything you receive nothing. I maybe could have got some wiring (can't make out what is said on the tape) on my property but the project last year was kind of referred to as the project where the rules are made up as we go along and it was. There's still things wrong with that first project. Some of the tower locations, some of the pole locations. There was many issues that are still going to come to light. But I don't want to be said I'm against the towers. I'm actually against the Invenergy people that put them there; at the lack of judgment they used. Now they're saying we'll go 2,000 feet – that doesn't help me a damn bit. So put the towers up but watch the way they do it. Keep an eye on that project. I'm in favor of the project if it is done right. Oklahoma having issues with the construction of wind towers was brought up. Mr. Borer suggested to the land owners that if they do have contracts with Invenergy to have an attorney look at the land contracts because if something is wrong - they will make concessions. So put the project in but watch them. Mark Smith spoke regarding the reasoning why the Planning Commission changed the setbacks and also the clusters of the towers. Discussion was held regarding the noise of the towers. Shawn Dunn – I moved out to the country because I like the wide open view. My concern is – these are going to be going up around my house – instead of having that nice wide open view blue sky, I'm going to have these white turbines running, whether they're running or not – they're still going to be there. At night, going outside to look at the stars, I'm going to have red flashing lights all around me. If it gets to the point where I decide I don't want to live there anymore, who's going to buy – all I've got is 5 acres. They're not going to put a wind turbine on my property, I'm not getting anything out of this except for the eye sore and that's my concern. I like living out in the country. I like being able to go outside and look around and see the birds flying around and stuff like that. I like to go out and look at the stars and if these things are all around me I'm not going to have that. If my property value goes down because of it – who's going to buy it. Am I going to take a huge loss on it just to get rid of it? And even though there are jobs provided because of this and people do move back, most of them move back into the towns. They're not moving out to the countries, they're not living out where these things are. The people that live out there where they are – if you got them on your property – at least you're getting something from them. You might put up with the noise but at least you're making some money off of it. There's other people that live out there that aren't getting anything from it. And I've talked to people that have grew up in Elgin, have moved away and said that they'll never move back because of the wind turbines. They don't want to live in town but they can't live out in the country because there's wind turbines all over the place. Thank you. Rick Schuchardt – I live about 4 miles north of Elgin. Our farm is kinda on the edge of the new project here so we're kind of watching that. We saw the lights go up here a while back and didn't know all the issues involved in all that so we did a little research. With this we've been at the zoning meetings, we've written letters to the editors in Elgin and Neligh, and tried to communicate I guess the idea or the concerns that have been brought out by a couple of the research papers that have been done at Iowa State and the University of Nebraska. So I guess the major thing is the sticky point here is the noise level and determining the appropriate setback especially for these nonparticipating residences. I think that is critically important. So I think as a recommendation to the board for this application, I think the board needs to define what the basic purpose of this setback is. I think once you define what that is and write it out, what is the purpose of this setback, whether it be 2500 feet or it be 3,000 feet – what is the purpose and what's the difference between a 1,000 feet. If you do that then the board can explain its actions to the community. So that's my first recommendation, I've got a couple more to make. I think the zoning commission should be congratulated on what they did. I thank them and people in the community here participated in that. So I think they moved in the right direction as Mark said there were additional people that actually wanted more than the 2,000 feet – so I think we're headed in the right direction. But I don't think they went far enough and I think that's been addressed here today. So the nonparticipating residences I believe should be allowed a greater saying in the tower locations. What's wrong with that? Invenergy, at their open house, in talking to them I said well how many towers did you move from your original designation and my understanding was they said about 20 percent of all the towers and it didn't appear that it was a big issue – you know – well we can move the towers around. So I think we ought to take note of that. I don't think there's a big problem with them changing the towers, they just need the numbers. I agree all the outstanding complaints

from Phase I should be completed and finished before you allow these guys to start with Phase II. You'll make a lot of people happy in that regard. You should have some sort of management plan where people - say for two weeks - send your complaints in and we'll be able to check them off. Those people should be able to sign off on those complaints. At the end of the day you say we've got everybody checked off. Just kind of a management process here - okay. A noise analysis needs to be completed - as they said - a noise analysis will be completed. It should be done by a third party that's unbiased and should be presented to the board, which I think they say that they would do, before they are allowed to proceed. What this will do for you is, you can take this noise information and the data along with the residence who are participating and not participating and have this information and then you will be able, whether they are clustered or separated apart, you'll be able to make really good decisions about where these towers should be located and to provide a best fit for this county. Those are my recommendations and there's been a lot of discussion, we've submitted information previously on this - we're not going to go over that again but I wanted to come up with some recommendations that you would have in hand and would be able to discuss. Thank you very much. Chairman Schwager asked for other comments from the public; none stated. Chairman Schwager asked for questions from the county board. Supervisor Brandt made comments regarding the cranes going across the roads and the ruts they made. Truck routes were also discussed. Chairman Schwager asked Mr. Williams to comment on the two miles of oiled roads that Invenergy still need to fix. Mr. Williams stated that the contract is in place the issue is that because of the weather the contractor has not been able to finish their other projects and have had to wait starting this one until those are done. Supervisor Kerkman - you're issue with the wind noise - I don't have a problem with that - but the noise is also going to include drying bins and gasoline powered irrigation motors. Noise is noise - if you do this with the wind towers deal and somebody wants to put an irrigation well over here close to somebodies house - he has the legal right not to have that person put that there or he has the legal right for that person not to put that drying bin there. We've opened up a can of worms here that every bodies got to be treated the same. Discussion was held regarding noise generated by other things other than the wind towers and how changing the setbacks for this project could affect the setbacks on other things as well. How the determination was made for setbacks within the zoning regulations for grain bins verses the wind towers was discussed. It was stated that the setbacks stated in the recommendations are for this specific permit only and does not pertain to other permits. The public portion of the hearing was closed at 11:07 AM. Motion by Henery, seconded by Kerkman to accept the Planning Commission's recommendation and grant approval of the conditional use permit submitted by Prairie Breeze II for the construction of a Wind Energy Conversion System as defined in Article 15 of the Antelope County Zoning Regulations comprised of wind generation towers and other comparable uses and structures located in portions of Sections 1, 12-13, 24-25, 36 in Township 23 North, Range 7 West of the 6<sup>th</sup> P.M., Sections 1-36 in Township 23 North, Range 6 West of the 6<sup>th</sup> P.M., Sections 1-36 in Township 23 North, Range 5 West of the 6<sup>th</sup> P.M., Sections 24-25 and 36 in Township 24 North, Range 7 West of the 6<sup>th</sup> P.M., Sections 19-36 in Township 24 North, Range 6 West of the 6<sup>th</sup> P.M., and Sections 19-23, 25-26 in Township 24 North, Range 5 West of the 6<sup>th</sup> P.M., all in Antelope County, Nebraska along with the following terms and conditions placed on the conditional use permit by the Planning Commission: 1. Prior to erection of any individual Wind Turbine, Prairie Breeze II shall provide the Antelope County Zoning Administrator (the "Zoning Administrator") a Determination of No Hazard issued by the Federal Aviation Administration for such individual Wind turbine at its turbine location. 2. Prior to commencement of construction of any individual Wind Turbine, Prairie Breeze II shall provide exact global positioning system locations to the Zoning Administrator. 3. Prairie Breeze II shall be allowed to cross or run parallel to any County Roads within the Project Area utilizing the Road Right of Way ("Right of Way") wherever necessary for the Project's ancillary facilities, including aerial construction or burial of components of the electrical collection and fiber-optic system (including overhang or line-sway of aerial lines located on adjacent private property), provided such crossing or use of Right of Way shall be in compliance with the Criteria for Permit to Use Road Right-of-Way dated May 11, 1998. 4. The Conditional Use Permit ("CUP") shall permit the Use only on the Current Parcels. Upon he filing of a memorandum with the Antelope County register of deeds documenting a Land Lease with respect to land which is within the Project Area but not a Current Parcel (a "Future Parcel"), the CUP shall be automatically amended to apply to the Future Parcel, provided that all landowners of land adjacent to any Future Parcel must have been provided notice in accordance with Sections 1004 and 1006 of the Zoning Regulations prior to the public hearings held in connection with this CUP. Such Future Parcel shall thereafter be treated as a Current Parcel under the CUP. 5. Section 1504.05 shall constitute the setback requirements applicable to the project, (except that setbacks from neighboring dwelling units of Current Parcels shall be 1,500-ft., (but not less than 1,000 ft.) and 2,000 ft. from the neighboring dwelling unit located on property with which applicant does not have a lease unless a waiver has been provided by the landowner). Any applicable property line setback

does not apply when adjoining properties are within the same aggregate project if the adjoining property is a Current Parcel (including if the adjoining parcel is a Future Parcel subject to the treatment as a Current Parcel due to the filing of a memorandum as described in the previous paragraph). Section 15, Figure 2 in the Zoning Regulations applies to planned/future rights of way, and setbacks will be measured from the edge of the planned/future right of way to ensure blades do not overhang the planned/future right of way. 6. A detailed site layout shall be provided to the Zoning Administrator within a reasonable period after completion of final siting and design. 7. Within a reasonable period after completion of final siting and design, a noise analysis shall be provided to the Zoning Administrator certifying that noise requirements within the Zoning Regulations can be met. 8. Any environmental permits which are required by law to be in place prior to commencement of construction shall be properly obtained before construction begins. 9. Prairie Breeze II agrees to waive any objection to any construction of structures on land adjacent to the Project and within the required setback area(s), provided that such structures are less than 60 feet in height, and for residential structures are at least 500 feet from the base of any WECS tower and are otherwise properly approved by Antelope County. Such construction shall not render the WECS facilities that are within the setback area nonconforming structures or uses. 10. This Conditional Use Permit shall run with the land. The ownership of the land and the identity of the developer and operator of the Use shall not affect the right to conduct the Use in accordance with this Conditional Use Permit. 11. Capitalized terms shall have the meaning set forth in the Application for a Conditional Use Permit in Antelope County, Nebraska, dated August 4, 2014, and as set forth in the Zoning Regulations, if applicable.; and to update the Planning Commission's Findings and Recommendation on Number 7 and Number 11 from Yes to NA. Motion discussed. Findings and decision read. Roll call vote: those voting aye: Bolling, Brandt, Baker, Kerkman, Williby, Henery and Schwager. Nays none. Motion carried. Motion by Williby, seconded by Bolling to adjourn. Those voting aye: Bolling, Brandt, Baker, Kerkman, Williby, Henery and Schwager. Nays none. Motion carried. Public hearing closed at 11:08 AM.

The following correspondence was reviewed and placed on file: past due bridge inspection reminder from the Nebraska Department of Roads; email from Chad Engle with NIRMA setting the MSHA training for the road employees for October 29, 2014 beginning at 8:00 AM to be held at the L Bar B at Clearwater; letter from the Nebraska Tax Equalization and Review Commission regarding Michael Nutting, Appellant, v. Antelope County Board of Equalization Appellee Case No. 14A 050; and State of Nebraska Department of Revenue regarding the airline refund for Atlantic Southeast Airlines in the amount of \$1,455.10 for taxes paid on personal property.

The treasurers August and September fund balance report was reviewed and placed on file.

The August and September miscellaneous fee report was reviewed and placed on file.

Hammer Insurance agent Josh Gray met with the county board regarding the county insurance.

No action taken on purchasing a pickup for the Brunswick district.

No bids received for the clerk of the district court office ceiling restoration.

Motion by Henery, seconded by Williby authorizing Chairman Schwager to sign Change Order No. 1, Application for Payment No. 1 (Final) in the amount of \$201,085.78 and Recommendation of Acceptance for the Tilden Northwest 532 Road Project. Those voting aye: Brandt, Kerkman, Baker, Williby, Henery, Bolling and Schwager. Nays none. Motion carried.

Motion by Henery, seconded by Bolling to approve the application for permit submitted by Terry Brookhouser to place a permanent electric line beneath 526 Avenue crossing at the W1/2SW1/4 of Section 35, Township 28 North, Range 6 West of the 6<sup>th</sup> P.M., Antelope County, Nebraska, Terry L. Brookhouser – owner, the purpose of service line is for 3 phase electric line; all work to be done according to State specs. Those voting aye: Kerkman, Baker, Williby, Henery, Bolling, Brandt and Schwager. Nays none. Motion carried.

Motion by Williby, seconded by Brandt to approve the application for permit submitted by David Beckman to place a permanent gas line beneath 835 Road crossing at the SE1/4 of Section 28, Township 23 North, Range 6 West of the 6<sup>th</sup> P.M., Antelope County, Nebraska, N.M. Beckman Farms, Inc. – owner, the purpose of pipe line



is for service to house; all work to be done according to State specs. Those voting aye: Baker, Williby, Henery, Bolling, Brandt, Kerkman and Schwager. Nays none. Motion carried.

Motion by Williby, seconded by Baker authorizing Chairman Schwager to sign the Adoption Agreement for the Antelope County Flexible Benefits Plan Ending June 30<sup>th</sup>. Those voting aye: Williby, Henery, Bolling, Brandt, Kerkman, Baker and Schwager. Nays none. Motion carried.

No action taken regarding the air conditioner in the communications room.

The counties website was set up through Nebraska Online and sponsored by the Secretary of State's Office back in 2002. This website has been re-designed to make it easier for the counties to upload information to the website. In order for the county to begin using the re-designed website the county needs to sign a contract with Nebraska Interactive, LLC. There is a one-time cost of \$800.00 to the county for the Responsive Website Re-Design. There will also be a fee of \$50.00 per hour for website support. The \$50.00 will only be assessed if Nebraska Interactive spends several hours helping with a specific issue. Motion by Kerkman, seconded by Brandt authorizing Chairman Schwager to sign the Electronic Service Agreement, the Interagency Agreement and the Electronic Government Service Level Agreement with Nebraska Interactive, LLC for the County Website Re-Design. Those voting aye: Henery, Bolling, Brandt, Kerkman, Baker, Williby and Schwager. Nays none. Motion carried.

**Addendum One to the Electronic Service Agreement  
between Nebraska Interactive, LLC**

**and  
Antelope County**

This Addendum Three to the Electronic Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Antelope County sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

Project: Website Content Maintenance

Price: \$50.00/hr

Terms: Nebraska.gov will submit an invoice on a monthly basis to Antelope County for the amount due. Terms of payment are net 45 days.

Security: Nebraska.gov security provisions may be found <http://www.nebraska.gov/policies.html>

By: \_\_\_\_\_  
Authorized Party Brent Hoffman  
General Manager - Nebraska Interactive, LLC

Date: \_\_\_\_\_

By: Jerald Schwager /s/  
Authorized Party Jerald Schwager  
Antelope County Board Chairman

Date: October 7, 2014

**Addendum Two to the Interagency Agreement  
Between Antelope County  
and**

**Nebraska Interactive, LLC**

This Addendum Two to the Interagency Agreement between Antelope County and the Nebraska State Records Board sets forth certain services to be provided by Nebraska Interactive LCC (NI) (Nebraska.gov, operated under the auspices and authority of the Nebraska State Records Board), and terms of payment for such services. Project: Responsive Website Re-Design via Custom Drupal based Content Management System

Price: \$800 once

Terms: Nebraska.gov will submit an invoice once to the Antelope County Office for the amount due. Billing will be sent upon completion of the website re-design and training. Terms of payment are net 45 days.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Party Brent Hoffman  
General Manager - Nebraska Interactive, LLC

By: Jerald Schwager /s/  
Authorized Party Jerald Schwager  
Antelope County Board Chairman

Date: October 7, 2014

**Electronic Government Service Level Agreement  
with  
Antelope County, Nebraska**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Antelope County, Nebraska, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1) PURPOSE – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.

2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

**3) APPLICATION SUPPORT**

a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.

b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.

c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner Electronic Government Service Agreement– Page 2 agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.

e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

**4) SERVICE HARDWARE SUPPORT (if applicable)**

a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.

b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.

c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) **HARDWARE OWNER** – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) **CHANGES IN NETWORK** - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.

7) **PARTNER FEES** – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

8) **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall: a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner; b) Supply reports to the Partner in an understandable and logical format; and c) Be tested, reviewed, and approved by the Partner before it is offered to the user.

9) **ONLINE CARD SECURITY** – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry's Data Security Standards ("PCI DSS").

10) **TECHNOLOGY STANDARD** –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>

11) **CONFIDENTIALITY** All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.

12) **AGREEMENT REPRESENTATIVES AND NOTICES** - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Board Chairperson  
Antelope County, Nebraska  
PO Box 26

Neligh, NE 68756  
Phone: 402-887-4410  
Fax: 402-887-4719

Email: [antelopeclerk@frontierenet.net](mailto:antelopeclerk@frontierenet.net)

Mailing Address: General Manager/Network Manager  
301 S 13, Suite 301  
Lincoln, NE 68508  
Phone: 402 471 7810

Fax: 402-471-7817  
Email: ne-general-manager@nicusa.com  
Mailing Address: Secretary of State  
1445 K Street, Suite 2300  
Lincoln, NE 68509  
Phone: 402-471-1572  
Fax: 402-471-3237

13) TERMINATION OF CONTRACT –

a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if: i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or  
ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.

d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.

e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.

f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.

g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.

h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager's documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Antelope County, Nebraska

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

Jerald Schwager – October 7, 2014  
Board Chairperson

Nebraska State Records Board (NSRB)

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

(Template adopted by NSRB 12/1/2010)

Motion by Henery, seconded by Williby to approve the September 2, 2014 and the September 9, 2014 regular board minutes. Those voting aye: Brandt, Kerkman, Baker, Williby, Henery and Schwager. Nays none. Bolling abstained due to he did not attend either of these meetings. Motion carried.

Motion by Bolling, seconded by Brandt authorized Chairman Schwager to sign the Indirect Rate Sheet and the Cost Plan Certification received from MAXIMUS Consulting for reimbursement relating to space provided for the Nebraska Health & Human Services Systems office and to direct the county clerk to send a letter to the Health and Human Services requesting reimbursement for these costs. Those voting aye: Bolling, Brandt, Kerkman, Baker, Williby, Henery and Schwager. Nays none. Motion carried.

Recessed as a regular board at 11:45 AM to convene as a county board of equalization; reconvened as a regular board at 11:49AM.

Motion by Williby, seconded by Kerkman to adjourn. Those voting aye: Kerkman, Baker, Williby, Henery, Bolling and Schwager. Nays none. Brandt out of room during vote. Motion carried.

Meeting adjourned at 12:05 PM.

Antelope County Board of Supervisors

By: \_\_\_\_\_  
Chairman of County Board

Attest: \_\_\_\_\_  
Antelope County Clerk